IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5731 OF 2006

Nocil R.C.D. Employees Union ....
Petitioner
V/s
M/s.National Organic Chemicals & Ors..... .....
Respondents.

Office Notes, Office Memoranda of Coram, appearances Court's orders or directions and Registrar's orders.) Court's or Judge's Orders

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Mr.Ravindra Nair, Adv. for the petitioner.

Mr.K.M.Nair i/by S.P.Solkar for R.No.1.

CORAM: A.P. DESHPANDE, J.
5.3.2007

PC:

The petitioner is recognized trade union functioning in the establishment of the respondent-company. The Union filed a complaint making a grievance that two persons are appointed on contract, to work as firemen and thereby Respondent has engaged in unfair labour practice under item 9 of Schedule IV of the Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act, 1971. It is undisputed that prior to 1985 the respondent-company

was employing firemen on contract basis. However, from 1986 the Company has been engaging firemen on permanent and regular basis. When the complaint was filed admittedly there were five posts of firemen out of which two were appointed on contract basis, one being a retired fireman himself by name B.A. Chavan. The Industrial Court was moved by the petitioner-complainant by contending that a change has been brought about in the service conditions enumerated under fourth schedule and item 1 thereof. The Industrial Court on appreciation of facts has found that section 9A of the Industrial Disputes Act is not at all attracted as the complainant has failed to establish that any workman has been adversely affected by the said change. What is held by the Industrial Court is that there were five posts of firemen and five persons are working and as such effecting a change in the alleged service conditions under item 11 it does not constitute any illegality touching section 9A of Industrial Disputes Act. It is only in the event if change of service conditions adversely affect service conditions of the existing workmen then only section 9A will be attracted and not otherwise. Further the Industrial Court has made a

reference to the settlement arrived at between the petitioner and the respondent entered into on 5.5.2005 wherein clause No.24.9 makes a specific provision to the effect that the present arrangement of engaging firemen on contract basis/retainership basis would continue, subject to an opportunity to the Union to pursue the present complaint. If the settlement dated 5.5.2005 which has been made effective from 1.1.2000 permits engaging of firemen on contract basis, there is no reason to interfere with the impugned order. Perused the judgment and order passed by the Industrial Court. It does not suffer from any illegality warranting interference in writ jurisdiction. Hence writ petition is summarily dismissed.

5.3.07.